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2 UNITED STATES DISTRICT COURT
3 SOUTHERN DISTRICT OF NEW YORK

4 -----x

5 SIGALIT YEHUDA, ET AL,

6

PLAINTIFF,

7

-against-

Case No.:

8

1:21-cv-08921

JOSSEF KAHILON, ET AL,

9

DEFENDANT.

10 -----x

11

DATE: November 2, 2022

12

TIME: 10:00 A.M.

13

14 VIRTUAL DEPOSITION of the Non-Party
15 Witness, AVRAHAM YEHUDA, taken by the
16 Defendant, pursuant to a Notice and to the
17 Federal Rules of Civil Procedure, held at
18 the offices of Naidich, Wurman, Birnbaum &
19 Maday, LLP., 111 Great Neck Road, Suite 214,
20 Great Neck, New York 11021, before Karyne
21 Federbush, a Notary Public of the State of
22 New York.

23

24

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2 A P P E A R A N C E S:

3

4 GORDON & HAFFNER, LLP

5

Attorneys for the Plaintiff

6

AVRAHAM YEHUDA

7

480 Mamaroneck Road

8

Harrison, New York 10528

9

BY: STEVEN HAFFNER, ESQ.

10

NAIDICH, WURMAN, BIRNBAUM & MADAY, LLP

11

Attorneys for the Defendant

12

JOSSEF KAHLON, ET AL

13

111 Great Neck Road, Suite 214

14

Great Neck, New York 11021

15

BY: RICHARD NAIDICH, ESQ.

16

ALSO PRESENT:

JOSSEF KAHLON

17

MIRIAM KAPLAN-COURTSIDE

INTERPRETING

18

19

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Page 3

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2 F E D E R A L S T I P U L A T I O N S

3

4 IT IS HEREBY STIPULATED AND AGREED by
5 and between the counsel for the respective
6 parties herein that the sealing, filing and
7 certification of the within deposition be
8 waived; that the original of the deposition
9 may be signed and sworn to by the witness
10 before anyone authorized to administer an
11 oath, with the same effect as if signed
12 before a Judge of the Court; that an
13 unsigned copy of the deposition may be used
14 with the same force and effect as if signed
15 by the witness, 30 days after service of the
16 original & 1 copy of same upon counsel for
17 the witness.

18

19 IT IS FURTHER STIPULATED AND AGREED
20 that all objections except as to form, are
21 reserved to the time of trial.

22

23 * * * *

24

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1 A. YEHUDA

2 M I R I A M K A P L A N, was duly sworn
3 to interpret the questions from English into
4 Hebrew, and the answers from Hebrew into
5 English.

6 A V R A H A M Y E H U D A, called as a
7 witness, having been duly sworn by a Notary
8 Public, was examined and testified through
9 the interpreter as follows:

10 EXAMINATION BY

11 MR. NAIDICH:

12 Q. Please state your name for the
13 record.

14 A. Avraham Yehuda.

15 Q. Where do you reside?

16 A. 18 Reuven Rubin, Tel-Aviv
17 69412653.

18 Q. My name is Richard Naidich. I
19 represent Mr. Kahlon in this litigation. I
20 am going to ask you questions. You
21 recognize that you are under oath and you
22 are required to answer them truthfully.

23 A. Yes.

24 Q. Do you speak any English?

25 A. Yes.

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1 A. YEHUDA

2 Q. Describe your abilities to speak
3 English, please?

4 A. I was speaking better when I was
5 living in New York. So, now I don't speak a
6 lot. So, my ability to talk has
7 deteriorated.

8 INTERPRETER: I'd like to pause
9 for a minute to tell him not to speak
10 in five or seven sentences. I just
11 told him, to break his sentences if his
12 are long to make sure I translate --
13 interpret them verbatim.

14 Q. Mr. Yehuda, do you read English?

15 A. Yes, I read. I read on a good
16 level.

17 Q. Are you today under any drugs or
18 physical or mental impairment that will make
19 it difficult or impossible for you to
20 testify truthfully?

21 A. No.

22 Q. Please describe all of your
23 education through the end of high school
24 onward?

25 A. High school.

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1 A. YEHUDA

2 Q. You have no formal education after
3 high school?

4 A. No.

5 Q. Are you presently employed?

6 A. No.

7 Q. Starting from high school, please
8 describe your various employments?

9 A. After high school, I went to the
10 Army.

11 Q. After that?

12 A. After that, I started working
13 selling watches.

14 Q. Wristwatches?

15 A. Yes, watches.

16 Q. For what period of time, were you
17 employed selling watches?

18 A. About a year.

19 Q. Thereafter, what employment did
20 you have?

21 A. After that, I went to study
22 construction.

23 Q. What do you mean by, study
24 construction?

25 A. To learn how to install stairs in

1 A. YEHUDA

2 buildings.

3 Q. Did you ultimately engage in that
4 activity?

5 A. Yes.

6 Q. When did you start doing that?

7 A. 1991, more or less, 1992.

8 Q. How long did you continue in that
9 employment?

10 A. More or less, two years.

11 Q. What did you do thereafter?

12 A. After that, I opened a clothing
13 store.

14 Q. What year was that?

15 A. It was 1994.

16 Q. Were you the owner of the store?

17 A. The owner of the store. Not the
18 owner of the building. The owner of the
19 business.

20 Q. How long were you in that
21 business?

22 A. Also, two years. About two years.

23 Q. What year did you end your
24 ownership of that business?

25 A. 1996.

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1 A. YEHUDA

2 Q. What did you do thereafter?

3 A. I came to the United States.

4 Q. What year did you come to the
5 United States?

6 A. 1996.

7 Q. Were you employed while in the
8 United States?

9 INTERPRETER: Oh, I'm sorry. I
10 forgot to turn that off.

11 Q. Could you repeat your answer? The
12 interpreter forgot to turn off her phone.

13 A. I worked at my brother-in-law.

14 Q. Doing what?

15 A. I made a collection for video
16 machines that he operated.

17 Q. How long were you in the United
18 States?

19 A. For a year.

20 Q. Thereafter, you returned to
21 Israel?

22 A. Yes.

23 Q. When you returned to Israel, were
24 you gainfully employed?

25 A. Self-employed. I was not working

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1 A. YEHUDA

2 under anybody. I was making deals.

3 Q. What type of deals?

4 A. Real estate from time to time.

5 Diamonds.

6 MR. NAIDICH: Diamonds?

7 INTERPRETER: Yes, diamonds.

8 Q. Anything else?

9 A. That more or less.

10 Q. Would it be fair to say, you were
11 in those businesses as an investor?

12 A. Yes.

13 Q. Are you familiar with Mr. Kahlon?

14 INTERPRETER: Do you mean, Kalone
15 (sic)?

16 MR. NAIDICH: Kahlon, Joseph
17 Kahlon.

18 INTERPRETER: In Hebrew, we call
19 it that.

20 A. Yes.

21 Q. When for the first time did you
22 meet Mr. Kahlon?

23 A. When I came to New York.

24 Q. How did you come to meet with him?

25 A. Through mutual friend, who later

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1 A. YEHUDA

2 on become my brother-in-law. But he was in
3 the beginning, a friend.

4 Q. What was that person's name?

5 A. Danny O-R-I or O-R-Y, D-A-N-N-Y.

6 Q. Do you remember where you met
7 Mr. Kahlon in New York?

8 A. No.

9 Q. Was the first meeting social or
10 for business purposes?

11 A. Social.

12 Q. Did you continue to meet with him
13 during the time that you were in the United
14 States?

15 A. Throughout the whole time I was in
16 the United States?

17 Q. Yes.

18 A. Yes.

19 Q. Approximately, how many times
20 during that period that you were in the
21 United States, did you meet with Mr. Kahlon?

22 A. I can't put a number to it. But
23 we met many times. Quite a lot.

24 Q. Did there come a time where you
25 discussed any business arrangements with

1 A. YEHUDA

2 Mr. Kahlon?

3 A. At that time?

4 Q. Yes.

5 A. We were only friends in the
6 beginning.

7 Q. Did there come a time when you
8 first discussed any business with
9 Mr. Kahlon?

10 A. I don't remember.

11 Q. Do you know what business
12 Mr. Kahlon was in at the time that you were
13 interacting with him?

14 A. Yes.

15 Q. Did there come a time, when you
16 and Mr. Kahlon discussed --

17 MR. NAIDICH: Withdrawn.

18 Q. What business did you understand
19 that Mr. Kahlon was in at that time?

20 A. When I was in the United States he
21 said he was, I believe, a used car dealer.

22 Q. During the time you were in the
23 United States, did Mr. Kahlon ever discuss
24 with you the business of T.J. Management?

25 A. No.

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1 A. YEHUDA

2 Q. Are you aware of the document
3 attached to the Complaint, which appears to
4 be an Assignment of Membership Interest from
5 Joseph Kahlon and T.J. Management Group, LLC
6 to your wife, Sigalit Yehuda?

7 A. Yes, (in English).

8 Q. Can you explain the circumstance
9 which gave rise to this Assignment of
10 Membership Interest?

11 A. After I left the United States in
12 the year of 2000, I would sometimes -- once
13 a year, once, twice a year to the U.S and
14 one of the times, he offered me to go into
15 business with him in a business involved in
16 stocks. In the financial market.

17 Q. Is it your testimony that
18 Mr. Kahlon offered the opportunity to you or
19 did you seek that opportunity from him?

20 A. No, he offered.

21 Q. What did he tell you at that time
22 about the business of T.J. Management?

23 A. He didn't tell me about the
24 business. I didn't know if it already
25 started engaging in it, working in it. He

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1 A. YEHUDA

2 only said that there is an opportunity to
3 have a business, to finance for companies
4 against a location of stocks.

5 Q. Did you do any investigation to
6 see what monies or profits that T.J.
7 Management had made up to that time?

8 A. No.

9 Q. Did you discuss what percentage of
10 T.J. Management was offered by Mr. Kahlon to
11 you?

12 INTERPRETER: Can you reread it?

13 I'm sorry.

14 (Whereupon, the referred-to
15 question was read back by the
16 reporter.)

17 A. No, at that meeting, no.

18 Q. Was there any discussion of you
19 paying anything for an interest in T.J.
20 Management?

21 A. It was not a payment. It was an
22 investment.

23 Q. Is it correct that --

24 MR. NAIDICH: Withdrawn.

25 Q. Did you understand from

1 A. YEHUDA

2 Mr. Kahlon, that he was offering a
3 percentage of the ownership of T.J.
4 Management in exchange for some dollar
5 amount to be paid by you?

6 A. Yes.

7 Q. Did there come a time when you
8 discussed with him what amount he wanted for
9 an interest in T.J. Management?

10 A. Yes.

11 Q. How much was he seeking at that
12 time?

13 A. In the beginning, we talked about
14 \$200,000 for 50 percent (in English).

15 Q. Did that amount change at some
16 later date?

17 A. Yes.

18 Q. When was that?

19 A. It was a few months after we
20 signed the agreement.

21 Q. What was the amount that was then
22 agreed upon?

23 A. There was a deal to be made of a
24 \$150,000 was needed. So, in total, I've
25 invested in the company \$350,000.

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1 A. YEHUDA

2 Q. Was your wife Sigalit involved in
3 any of the discussions with Mr. Kahlon that
4 you have testified to thus far?

5 A. She with Joseph Kahlon?

6 Q. Let me rephrase the question.
7 You've indicated that you had conversations
8 with Mr. Kahlon, in which, he offered an
9 interest in T.J. Management. There were
10 discussions of dollars to be paid to obtain
11 an interest in T.J. Management. Was your
12 wife a part of any of those discussions?

13 A. In those conversations, I
14 communicated, forwarded to her the whole
15 knowledge. Knowledge information.

16 Q. But she was not present during
17 those conversations between you and
18 Mr. Kahlon; is that fair to say?

19 A. Yes.

20 Q. You've indicated you're familiar
21 with this document attached to the Complaint
22 entitled Assignment of Membership Interest;
23 is that correct?

24 A. Yes.

25 Q. Do you know who prepared this

Page 16

1 A. YEHUDA

2 document?

3 A. Who wrote it (in English)?

4 Q. Yes.

5 MR. HAFFNER: I'm sorry, court
6 reporter. Can you repeat the question?
7 (Whereupon, the referred-to
8 question was read back by the
9 reporter.)

10 MR. HAFFNER: Okay, thank you.

11 MR. NAIDICH: I think he's not
12 sure about the word prepared.

13 A. I don't understand.

14 Q. This is a typed document. Did you
15 prepare this document?

16 A. No.

17 Q. Do you know who did?

18 A. Joseph Kahlon.

19 Q. Do you have the original of this
20 document?

21 A. Yes.

22 Q. How did you obtain that original?

23 A. From Mr. Kahlon.

24 Q. Was it mailed to you or delivered
25 in person when you were the states?

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1 A. YEHUDA

2 A. It was delivered personally.

3 Q. While you were in the United
4 States?

5 A. Yes.

6 Q. Who determined that the assignment
7 would be to Sigalit rather than yourself?

8 A. It was between me and my wife. I
9 suggested to Kahlon that it would be to my
10 wife and he agreed.

11 Q. What was your understanding of
12 what the rights and obligations would be in
13 connection with this membership interest?

14 A. 50 percent.

15 Q. 50 percent of any profits made?

16 A. Yes.

17 Q. Fifty of percent of any of the
18 obligations of the company?

19 A. Yes.

20 Q. Are you familiar with the
21 complaint in this case?

22 A. Yes.

23 Q. You've read the complaint; is that
24 correct?

25 A. Yes.

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1 A. YEHUDA

2 Q. Who provided your attorney with
3 the information set forth in the complaint?

4 A. Myself.

5 Q. There is a section of the
6 complaint that's entitled, Facts Applicable
7 to Relief Requested. Are you familiar with
8 that portion of the complaint?

9 INTERPRETER: Can you -- it's
10 relief requested --

11 MR. NAIDICH: It's Facts
12 Applicable to Relief Requested.

13 A. Yes, I see it. I have it in my
14 hand.

15 Q. Am I correct that paragraph 7 on
16 page 2 reads as follows: In and about 2007,
17 the company acquired titled to a parcel of
18 land in Dallas, Texas, known as 3450 East
19 Ledbetter Drive, Dallas Texas. Did I fairly
20 read that portion of the complaint?

21 A. Yes.

22 Q. You provided that information to
23 your counsel?

24 A. Yes.

25 Q. Then I refer you to paragraph 9 of

Page 19

1 A. YEHUDA
2 the Complaint and I will read it in the
3 record while you read it yourself. And I
4 quote, about eighteen months ago, Sigalit
5 learned Kahlon had sold the property to
6 Project Verte, V-E-R-T-E, Inc. Did I
7 correctly read that provision?

8 A. Yes.

9 Q. What was the basis for the belief
10 that Kahlon had sold the property to Project
11 Verte?

12 A. I got a phone call from Amir
13 Halutz (sic). He is a partner of Kahlon in
14 a Project Verte and he told me he purchased
15 the land from Joseph Kahlon.

16 Q. Sitting here today, do you
17 continue to believe that, that allegation in
18 the Complaint is accurate?

19 A. My lawyer has checked with the
20 attorney from Project Verte and we believe
21 that this is what happened, what has taken
22 place.

23 Q. This lawsuit was started by
24 Sigalit against Mr. Kahlon?

25 A. Yes, I know.

Page 20

1 A. YEHUDA

2 Q. By a Complaint dated October 30,
3 2021; is that not correct? You can look at
4 the Complaint.

5 A. I'm not sure about the date.

6 Q. I'm asking you to please look at
7 page 4 of the Complaint in the lower left,
8 there's a date, is there not?

9 A. Yes, now I can see.

10 Q. That date is October 30, 2021; is
11 that correct?

12 A. Yes.

13 Q. I see a letter that I'm holding
14 which I hope you have a copy of from Gordon
15 Haffner dated April 23, 2020. Prior to the
16 commencement of this lawsuit addressed to
17 Jordan Weiss Esquire. Do you have a copy of
18 that document?

19 INTERPRETER: I'm sorry. Can you
20 read it again and break it down.

21 A. Yes.

22 INTERPRETER: Oh, no, no, I don't.

23 Q. Have you ever seen that letter?

24 A. I don't know about what letter
25 he's talking.

Page 21

1 A. YEHUDA

2 Q. This is a letter addressed to
3 Jordan Weiss regarding Zuchaer and Zuchaer,
4 LLC to Project Verte.

5 INTERPRETER: And what next?

6 (Whereupon, the referred-to
7 question was read back by the
8 reporter.)

9 A. Can you show me a letter.

10 MR. NAIDICH: Well, let me read to
11 you the letter, if that's okay with
12 Mr. Haffner. And I will do my best to
13 read it faithfully, Mr. Haffner.

14 MR. HAFFNER: That's okay.

15 Q. The letter goes as follows: We
16 represent Avi Yehuda. Mr. Yehuda has
17 advised you represent Amir Halutz (sic), a
18 principal of Project Verte.

19 INTERPRETER: I'm sorry,
20 advised --

21 Q. Mr. Yehuda has advised you
22 represent Amir Halutz (sic), a principal of
23 Project Verte. I understand Project Verte
24 believes it acquired from Zuchaer and
25 Zuchaer a 100 percent interest in

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1 A. YEHUDA

2 Flowerdale, LLC and further, that Flowerdale
3 owns three tracts of land situated in Dallas
4 County, Texas.

5 I'm going to skip a portion of the
6 letter and read another paragraph contained
7 in the letter. It reads as follows.

8 Second, Flowerdale owns two, not three,
9 tracts of land in Dallas County. Namely,
10 two tracks of land known as 3200 Stag Road.

11 INTERPRETER: Stag what?

12 COURT REPORTER: Stag Road.

13 MR. NAIDICH: S-T-A-G, Road.

14 Q. The third tract, Project Verte,
15 may believe it acquired known as 3450 East
16 Ledbetter Drive, Dallas, Texas is owned by
17 T.J. Management Group, LLC A company, in
18 which, Mr. Yehuda owns has a fifty
19 membership interest. Finally, as an equal
20 co-owner of that company, any conveyance of
21 the third parcel would require Mr. Yehuda's
22 written consent, which has not been given.
23 Had you read this letter prior to today?

24 A. I got a letter from my lawyer to
25 Sigalit Yehuda and not I as the owner of the

Page 23

1 A. YEHUDA

2 stocks.

3 INTERPRETER: He corrected it
4 himself.

5 Q. From the portions I read to you,
6 it appears that in 2020, prior to the time
7 that this lawsuit against Kahlon was
8 commenced, that your lawyer represented that
9 the 3450 Ledbetter Drive, Dallas, Texas
10 property was owned by T.J. Management and
11 thus was not included in the sale by Zuchaer
12 and Zuchaer to Project Verte. Can you
13 explain how you, in the lawsuit against
14 Mr. Kahlon --

15 MR. HAFFNER: I'm sorry. I was
16 muted. Are you still reading from the
17 letter?

18 MR. NAIDICH: No.

19 MR. HAFFNER: Oh, because you're
20 looking at a document --

21 MR. NAIDICH: No, I'm not.

22 MR. HAFFNER: I want the witness
23 to understand that, that last was your
24 question not anything that the letter
25 was stated.

Page 24

1 A. YEHUDA

2 MR. NAIDICH: That -- that's
3 correct.

4 MR. HAFFNER: Okay.

5 MR. NAIDICH: I withdraw the last
6 question and let me ask another
7 question.

8 Q. In 2020, in the letter from Gordon
9 Haffner, your attorneys were advising -- the
10 attorneys for Zuchaer and Zuchaer that the
11 Ledbetter property was not included in the
12 sale by Zuchaer and Zuchaer to Project
13 Verte; isn't that correct?

14 MR. HAFFNER: Objection.

15 Objection. I believe you intended Rick
16 was advising the attorney from Project
17 Verte. Not Zuchaer and Zuchaer.

18 MR. NAIDICH: I'm sorry. Same
19 questions but for Project Verte. I'll
20 withdraw it and start it again.

21 Q. Isn't it a correct statement that
22 in April of 2020, your attorneys were
23 advising the attorney for Project Verte that
24 the Ledbetter property was owned by T.J.
25 Management and not included in the transfer

Page 25

1 A. YEHUDA
2 of Flowerdale from Zuchaer and Zuchaer to
3 Project Verte?

4 MR. HAFFNER: Objection to the
5 question and thus, was not included.
6 That was not part of the advice
7 reflected by this letter. But if the
8 witness knows that -- if the witness
9 thinks I may have advised Project Verte
10 and his attorney outside of this
11 letter, he can say what he wants.

12 MR. NAIDICH: Mr. Haffner, this is
13 my examination. It's clear in your
14 letter that you're advising these
15 attorneys for Project Verte that the
16 Ledbetter property is owned by T.J.
17 Management and not included in the sale
18 from Zuchaer to Zuchaer to Project
19 Verte. Any other way you want to
20 consider that language, you're free to
21 do so.

22 MR. HAFFNER: You're reading from
23 my letter and you're representing what
24 my advice was and you've --

25 MR. NAIDICH: That's correct.

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1 A. YEHUDA

2 MR. HAFFNER: This examination to
3 my letter. So, let's stay faithful to
4 my letter. Nowhere in this letter,
5 Rick, can you say, and thus was not
6 included in the sale. Okay.

7 Q. It says here -- I vigorously
8 dispute that. It says here, Flowerdale owns
9 two, not three, tracts. Namely, two tracts
10 known as 1200 Stag Road. The third tract,
11 Project Verte may believe it acquired in
12 Ledbetter is owned by T.J. Management. Were
13 you aware of that language at the time,
14 Mr. Yehuda?

15 A. Can you read it in English, so I
16 didn't understand.

17 Q. Did you have any conversations
18 with your attorney, in which, you discussed
19 the ownership of Ledbetter in 2020?

20 MR. HAFFNER: Objection. I'm
21 instructing him not to answer.

22 Q. Were you aware in April of 2020
23 that Ledbetter, at that time, was owned by
24 T.J. Management?

25 A. I always knew that it was in the

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1 A. YEHUDA

2 ownership of T.J. Management.

3 Q. On what basis did you determine
4 that T.J. Management sold that property or
5 conveyed that property to Project Verte as
6 indicated in the Complaint?

7 A. I think I answered that question.
8 But I'll answer again.

9 Q. What is that answer?

10 A. I got this information from the
11 partner of Joseph Kahlon, Amir Halutz (sic).

12 Q. When was that?

13 A. Around April of 2020.

14 Q. How do you know Amir Halutz (sic)?

15 A. We were partners. Each from
16 different side in a project in Long Island.

17 Q. Have you discussed the facts of
18 this case with Mr. Halutz (sic)?

19 INTERPRETER: Did you discuss the
20 --

21 COURT REPORTER: Facts.

22 MR. NAIDICH: Yes, details.

23 A. No.

24 Q. What caused you to ask Mr. Halutz
25 (sic) whether Project Verte had acquired the

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1 A. YEHUDA

2 Ledbetter property?

3 A. I didn't ask. He contacted me.

4 Q. What were the circumstances that
5 caused him to contact you?

6 A. I don't know.

7 Q. What did he say to you in the
8 conversation when he contacted you?

9 A. That he bought all the properties
10 in Dallas.

11 Q. Have you become aware of a dispute
12 between Project Verte and Zuchaer and
13 Zuchaer?

14 A. Yes.

15 Q. When did you first become aware
16 that Zuchaer and Zuchaer had an interest in
17 obtaining any of the property in Dallas?

18 A. Right after this phone
19 conversation.

20 Q. You are aware that Zuchaer and
21 Zuchaer acquired Flowerdale, which owned
22 property in Texas; is that correct?

23 A. Yes.

24 Q. That Zuchaer and Zuchaer
25 subsequently assigned their interest in

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1 A. YEHUDA

2 Flowerdale to Project Verte; is that
3 correct?

4 A. According to what Amir Halutz
5 (sic) told me.

6 Q. You have claimed that you have an
7 interest in whatever was paid by Project
8 Verte to Zuchaer and Zuchaer for the
9 assignment of Flowerdale to Zuchaer and
10 Zuchaer; is that not right?

11 INTERPRETER: I'm sorry. Can you
12 please -- you said you have --

13 (Whereupon, the referred-to
14 question was read back by the
15 reporter.)

16 A. Yes.

17 Q. What percentage of whatever was to
18 be paid by Project Verte to Zuchaer and
19 Zuchaer were you to be entitled to?

20 A. 33 percent.

21 Q. What was the basis for your
22 sharing in whatever monies were paid by
23 Project Verte to Zuchaer and Zuchaer?

24 A. I don't want to use the name
25 Zuchaer and Zuchaer. But I would rather use

1 A. YEHUDA

2 the name of the person because Zuchaer and
3 Zuchaer is the owner of two companies.

4 Q. What person would you like --

5 A. And they have a very familiar
6 name.

7 Q. What person would you like to use
8 the name of?

9 A. Moisha (sic) Zuchaer.

10 Q. Is that the person with whom you
11 agreed that you were entitled to 33 and a
12 third percent of whatever was paid by
13 Project Verte for the assignment?

14 A. My agreement with Moisha Zuchaer
15 was from 2009. Not necessarily for the sale
16 to Project Verte.

17 Q. What was your involvement that
18 was --

19 MR. NAIDICH: Withdrawn.

20 Q. What were you to have gotten 33
21 and a third percent for?

22 A. That's the agreement that Joseph
23 had with Moisha that we will assign to
24 Flowerdale.

25 Q. Are you saying that Mr. Kahlon was

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1 A. YEHUDA

2 going to participate in that 33 and a third
3 percent?

4 A. Yes.

5 Q. To what extent?

6 A. It was not agreed how much, but he
7 was supposed to get something out of the
8 money if there will be a profit in the deal.

9 Q. You are aware that Zuchaer and
10 Zuchaer entered an agreement with Project
11 Verte where it assigned its interest in
12 Flowerdale to Project Verte; are you not?

13 A. According to the version of the
14 buyer, I was under the impression that he
15 bought from him the land.

16 Q. Have you ever seen a document
17 entitled, Assignment of Membership Interest
18 in Flowerdale, LLC?

19 INTERPRETER: Assignment of a
20 partnership of Flowerdale --

21 MR. NAIDICH: Of membership
22 interest.

23 INTERPRETER: In Flowerdale.

24 A. Of whom?

25

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1 A. YEHUDA

2 Q. An Assignment of a Member Interest
3 in Flowerdale from Zuchaer and Zuchaer
4 Consulting, LLC to Project Verte?

5 A. I remember seeing it, but I didn't
6 get into the details of it.

7 Q. Were you aware that there was an
8 assignment from Zuchaer and Zuchaer
9 Consulting, LLC of its interest in
10 Flowerdale to Project Verte?

11 A. Yes.

12 Q. Do you know what Project Verte
13 paid to Zuchaer and Zuchaer Consulting, LLC
14 for that assignment?

15 A. To the extent I know of, four
16 million dollars.

17 Q. Am I not correct that the four
18 million dollars was represented by a note
19 rather than cash payment?

20 A. Note and money is the same, no? (in
21 English). I saw a commitment from Project
22 Verte for the land of four million dollars.

23 Q. Were you aware that Project Verte
24 gave Zuchaer and Zuchaer Consulting, LLC a
25 note for four million dollars?

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1 A. YEHUDA

2 A. I saw it in the document of the
3 Court.

4 Q. Are you aware that Project Verte
5 did not pay the four million dollars to
6 Zuchaer and Zuchaer?

7 A. No.

8 Q. Are you aware that Zuchaer and
9 Zuchaer has sued Project Verte for the four
10 million dollars?

11 INTERPRETER: Zuchaer and Zuchaer
12 sued Project Verte or visa versa?

13 Q. That Zuchaer and Zuchaer sued
14 Project Verte for the four million dollars
15 represented by the note?

16 A. Yes.

17 Q. If that note had been paid the
18 four million dollars, you claim you would of
19 been entitled to one third of that money; is
20 that correct?

21 A. Less expense. Less expense that
22 he had spent.

23 Q. Less expenses who had spent?

24 A. Moisha Zuchaer.

25 Q. So, you have an interest in that

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1 A. YEHUDA

2 dispute, do you not?

3 A. No.

4 Q. Well, you would like to see that
5 the money is paid by Project Verte to
6 Zuchaer and Zuchaer?

7 A. Yes.

8 Q. Do you know why Project Verte has
9 refused to pay that four million dollars?

10 A. No.

11 Q. Are you aware that one of the
12 reasons they've refused to pay is because
13 they did not obtain ownership of the
14 property at Ledbetter?

15 A. No.

16 Q. Have you read any of the
17 litigation papers in the dispute between
18 Project Verte and Zuchaer and Zuchaer?

19 A. No.

20 Q. Have you ever done any
21 investigation through a title company or
22 otherwise to determine who, at this time,
23 owns Ledbetter?

24 A. When?

25 Q. At any time?

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1 A. YEHUDA

2 A. No.

3 Q. You've relied solely on what
4 Mr. Halutz (sic) has said to you?

5 A. What Halutz (sic) told me and what
6 Mr. Halutz's (sic) attorney told my
7 attorney.

8 Q. Did you ever ask Mr. Kahlon
9 whether T.J. Management owned Ledbetter?

10 A. That's the way he always presented
11 it.

12 Q. I don't understand the answer.
13 Could you be clear?

14 A. That's the way Joseph Kahlon has
15 always presented it. That T.J. was always
16 the owner of Ledbetter.

17 Q. T.J. Management was not part of
18 the agreement between Zuchaer and Zuchaer
19 and Project Verte, that assignment that we
20 discussed earlier, was it?

21 A. I didn't see that document.

22 Q. Are you aware of any document by
23 which T.J. Management ever conveyed
24 Ledbetter to anyone, whether it be to
25 Project Verte or Zuchaer and Zuchaer?

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1 A. YEHUDA

2 A. All the documents are with him.

3 MR. NAIDICH: I'm going to take a
4 break for ten minutes.

5 MR. HAFFNER: Sure.

6 (Whereupon, a short recess was
7 taken.)

8 MR. NAIDICH: Can you hear me, Mr.
9 Haffner?

10 MR. HAFFNER: Yes.

11 Q. Looking at the Complaint again.
12 It appears that it was your belief that Mr.
13 Kahlon was paid ten million dollars for the
14 sale of the property at Ledbetter to Project
15 Verte; is that correct?

16 A. In what clause do you see this.

17 Q. In paragraph 8, it says that -- in
18 paragraph 7. It says that T.J. Management
19 acquired Ledbetter in 2007; is that not
20 correct?

21 A. Yes.

22 Q. In paragraph 9, it says that
23 Sigalit learned that Kahlon had sold the
24 property, meaning Ledbetter, to Project
25 Verte; is that right?

1 A. YEHUDA

2 A. Yes.

3 Q. The next paragraph, paragraph 10,
4 says that Kahlon, through his corporation
5 T&J, received for the property, meaning
6 Ledbetter, ten million dollars; is that
7 right?

8 MR. HAFFNER: Objection.

9 Objection. The clause that you're
10 reading states, on information and
11 belief, Kahlon, through his
12 corporations T&J Holdings, Inc.,
13 received through for the property in
14 consideration in the amount of ten
15 million dollars.

16 Q. So you believe that he got
17 consideration, that is Kahlon, through his
18 corporation T&J, of ten million dollars
19 through the sale of that property; is that
20 right?

21 A. Yes (in English).

22 Q. Do you acknowledge that if the
23 property was not sold to Project Verte that
24 whatever Mr. Kahlon received from Project
25 Verte as consideration was not for the sale

1 A. YEHUDA

2 of the property?

3 INTERPRETER: I don't know what
4 consideration is even in English. I'm
5 sorry. I don't know what consideration
6 means in English.

7 MR. NAIDICH: Let me rephrase
8 that.

9 Q. If Project Verte did not acquire
10 Ledbetter, then what relationship would
11 there be to any monies or obligations that
12 Project Verte has to Kahlon?

13 MR. HAFFNER: Objection. Calls
14 for -- Interpreter, please. You have
15 to wait for my objection.

16 MR. NAIDICH: She was just putting
17 in the question.

18 MR. HAFFNER: Oh, okay. I'm
19 sorry.

20 MR. NAIDICH: So, that the record
21 is clear, let me ask it another way and
22 I'll withdraw the last question.

23 Q. Looking at Paragraphs 9 and 10 of
24 the Complaint, am I not correct that you
25 believe or Sigalit believes that there is

1 A. YEHUDA
2 some relationship between the sale of the
3 Ledbetter property to Project Verte and the
4 ten million dollars referred to in paragraph
5 10?

6 MR. HAFFNER: Objection. You can
7 answer, Avi.

8 A. That's what I've learned from Mr.
9 Halutz (sic) that he paid ten million
10 dollars for the land.

11 Q. If, in fact, the property at
12 Ledbetter was never sold to Project Verte,
13 would you agree that there would be no claim
14 by Sigalit for whatever Project Verte gave
15 to Kahlon?

16 MR. HAFFNER: I'm objecting.

17 Wait. I thought I was going to wait
18 for the interpreter to deliver your
19 question in Hebrew to the witness.

20 MR. NAIDICH: That's what she's
21 doing, I think.

22 MR. HAFFNER: Oh, okay. Avi don't
23 answer. I have an objection, but I'm
24 waiting for the interpreter.

25 Objection. Calls for a legal

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1 A. YEHUDA

2 conclusion. You can answer, Avi.

3 A. To the extent I know, Kahlon was
4 involved in all of the sale to Mr. Halutz
5 (sic).

6 Q. Would you agree that if the
7 property at Ledbetter was not sold, that
8 this whole case would be without foundation?

9 MR. HAFFNER: Objection. Asked
10 and answered and again, calls for a
11 legal conclusion. You can answer this
12 time, Avi.

13 THE WITNESS: Huh?

14 MR. HAFFNER: Did you hear my
15 objection?

16 THE WITNESS: Yes, but now I can
17 answer (in English)?

18 MR. HAFFNER: Yes, you can answer.
19 Unless I instruct you not to answer,
20 you have to answer the question. My
21 objection is redundant, asked and
22 answered and calls for a legal
23 conclusion. But you can answer to the
24 extent that you can.

25 A. I think there is an involvement of

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1 A. YEHUDA

2 Mr. Kahlon in the sale. It brought him ten
3 million dollars in consideration.

4 Q. Your complaint in the case --

5 MR. HAFFNER: Could you read that
6 back to me, my client's answer.

7 (Whereupon, the referred-to answer
8 was read back by the reporter.)

9 Q. The sale of the property of
10 Ledbetter, that's what you have in the
11 Complaint. Is it not right?

12 A. Yes.

13 Q. You relied on what Mr. Halutz told
14 you, that he, that is Project Verte, had
15 bought the property at Ledbetter. That's
16 the basis of this claim; right?

17 A. He told me that he bought the
18 three properties for thirteen million
19 dollars -- ten million for the property of
20 Ledbetter and four million for the property
21 of Flowerdale.

22 Q. Do you now today know, whether or
23 not, the property at Ledbetter was sold or
24 conveyed to Project Verte by T&J?

25 MR. HAFFNER: Objection. Are you

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1 A. YEHUDA

2 asking sold or conveyed?

3 MR. NAIDICH: Either one.

4 Q. Do you know who today owns the
5 property at Ledbetter?

6 A. No, I didn't do any research.

7 Q. I want to go to a different area.
8 It's been your testimony, is it not, that
9 you were or your wife was entitled to 50
10 percent of the profits that T.J. Management
11 obtained, in connection with, the business
12 activities?

13 A. My wife holds 50 percent ownership
14 in the rights to T.J. Management.

15 Q. That entitled her to a share of
16 its profits?

17 A. 50 percent.

18 Q. 50 percent of its debts or
19 liabilities?

20 A. Yes.

21 Q. Your attorney has provided me with
22 copies of bank statements, each of which are
23 letterhead of Credit Swiss. Are you
24 familiar with those bank statements?

25 A. Yes.

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1 A. YEHUDA

2 Q. Those statements are all on an
3 account in your name, are they not?

4 A. It's my account and my wife is
5 assigned to it.

6 Q. Would you agree that the account
7 statements indicate the current account
8 number and it is in the name of Avraham
9 Yehuda?

10 A. Yes (in English).

11 Q. Your wife's name does not appear
12 on any of these statements. Would you agree
13 to that?

14 A. Yes.

15 Q. Now, portions of these statements
16 are blacked out. But that portion that is
17 not, indicates various payments to T.J.
18 Management wired to this account; is that
19 correct?

20 A. Okay.

21 Q. When you got these wires, did you
22 obtain any information from Mr. Kahlon as to
23 the source of these funds, that is, how T.J.
24 Management obtained these funds?

25 A. I know what the business is and he

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1 A. YEHUDA
2 buys and sells stocks and that it generated
3 a profit.

4 Q. Did you receive from Mr. Kahlon
5 regular information about the prices that
6 the stocks were purchased for and the sale
7 and therefore, the profit?

8 MR. HAFFNER: Objection to the
9 word regular. You can answer, Avi.

10 A. I received document of expenses,
11 expenses and profits.

12 INTERPRETER: I'm sorry. Income
13 and expenses.

14 Q. How often?

15 A. Once a month. It depends (in
16 English).

17 Q. Depended on what?

18 A. When he sent it to me. I never
19 asked (in English).

20 Q. Could it be that he sent
21 information on the purchase and sales of
22 stock on a more regular basis, meaning
23 weekly?

24 A. No.

25 Q. How did you receive information

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1 A. YEHUDA
2 concerning the purchase of sales of stocks
3 by T.J. Management?

4 MR. HAFFNER: Objection -- I'm
5 sorry. I forgot. Go ahead.

6 Objection. The question assumes the
7 witness received information described,
8 but you can answer, Avi.

9 A. I didn't get information about
10 specific stocks.

11 MR. NAIDICH: I didn't what?

12 INTERPRETER: I didn't get
13 information about specific stocks.

14 Q. Please describe what information
15 you did get from T.J. Management concerning
16 it's business activities?

17 INTERPRETER: What's the last two?

18 MR. NAIDICH: It's business
19 activities.

20 A. Revenues, pensions and expenses
21 (in English).

22 Q. In what form did that take?

23 A. It was not something steady or
24 permanent.

25 Q. You testified you got such

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1 A. YEHUDA
2 information, approximately, once a month; is
3 that correct?

4 A. Yes, more or less.

5 Q. Was that information e-mailed to
6 you?

7 A. Yes.

8 MR. NAIDICH: I would call for the
9 production of all e-mails from T.J.
10 Management and/or Kahlon to Mr. or Ms.
11 Yehuda concerning the business
12 activities of the company.

13 MR. HAFFNER: Okay.

14 Q. Let me give you an example. On
15 2/11/2006, there was a payment from T.J.
16 Management to your account in the amount of
17 \$441,000.00.

18 INTERPRETER: There was a payment
19 from T.J. Management to --

20 Q. In your account in the amount of
21 \$441,000.00. Did you make any inquiry, at
22 that time, as to what caused T.J. Management
23 to send that amount to your account?

24 A. No, it was a sole decision of Mr.
25 Kahlon what to send and when.

1 A. YEHUDA

2 Q. Well, did you make any inquiry
3 into what transaction generated that money?

4 A. Not specifically.

5 Q. You had no questions to ask him
6 about that transaction that resulted in
7 \$441,000.00 coming into your account?

8 A. It didn't come from a transection.
9 It didn't come from a transaction. It came
10 from profits. Total profits.

11 Q. Did you inquire as to what
12 transactions caused that profit?

13 A. No.

14 Q. Without going through all of
15 these, for instance, some days later on the
16 same statement, there's \$574,000.00 wired to
17 your account. When those monies were
18 received, did you make any inquiry to Mr.
19 Kahlon about what business activities had
20 caused that profit to be sent to you?

21 A. No, those sums were an amount of
22 total profits (in English). These amounts
23 were a total profits for a periods, not for
24 this or any other transaction.

25 Q. Did you request of Mr. Kahlon any

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1 A. YEHUDA

2 detail about the business activities of T.J.
3 Management that generated these profits?

4 A. No, I counted 100 percent.

5 Q. Did Mr. Kahlon ever refuse to give
6 you any information that you sought
7 regarding the activities of the T.J.
8 Management?

9 A. I never asked for anything
10 specific.

11 Q. So, is it true that he never
12 refused to give you any information that you
13 may have requested?

14 MR. HAFFNER: Objection. He
15 testified he never made any specific
16 requests, but go ahead.

17 A. I didn't ask for something
18 specific.

19 Q. Did you ask for anything from Mr.
20 Kahlon that he refused to give you?

21 MR. HAFFNER: Are we talking about
22 business activities, specific
23 transactions or something --

24 MR. NAIDICH: Let me rephrase it.

25 Q. Did you ask for any information

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1 A. YEHUDA
2 recording the activities of T.J. Management,
3 at any time, that Mr. Kahlon failed to give
4 you?

5 A. I never asked. So, he had no
6 reason to refuse.

7 Q. Because you never asked for
8 anything; is that correct?

9 A. Yes.

10 Q. Did there come a time when you
11 became aware that the Securities and
12 Exchange Commission was investigating
13 transactions by T.J. Management?

14 A. Yes.

15 Q. When was that?

16 A. 2009.

17 Q. How did you become aware of that?

18 A. From Mr. Kahlon.

19 Q. What did he say to you at that
20 time about the investigation?

21 A. Not much. But they were asking
22 for documents.

23 Q. At a later time, did you
24 understand that the SEC brought an action
25 against T.J. Management and Mr. Kahlon?

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1 A. YEHUDA

2 A. Yes.

3 Q. Did you understand that a portion
4 of that --

5 MR. NAIDICH: Withdrawn.

6 Q. Did you understand that the SEC
7 was seeking disgorgement return of profits
8 made by T.J. Management in stock
9 transactions?

10 A. No, I understood that they want to
11 fine.

12 Q. When the SEC brought a case
13 against T.J. Management and Mr. Kahlon, how
14 did you become aware of that case?

15 A. From Mr. Kahlon (in English).

16 Q. What did Mr. Kahlon say to you
17 about that case?

18 A. That he thinks they have no case.

19 Q. Did he send you a copy of any
20 paperwork that he had received from the SEC
21 concerning this lawsuit?

22 A. He sent it to me once.

23 Q. What he sent to you, was that a
24 copy of the Complaint by the SEC against
25 T.J. Management and Mr. Kahlon?

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1 A. YEHUDA

2 A. I don't remember if it was the
3 Complaint or his reply to the SEC. One of
4 the two.

5 Q. Did you become aware that, at some
6 point in time, a Court determined that T.J.
7 Management and Mr. Kahlon as it's principal
8 owed money to the SEC?

9 A. Yes.

10 Q. Do you know, what amount the Court
11 determined was owed?

12 A. I heard it here. I know.

13 Q. What amount is that?

14 A. I know seven, he said ten and
15 yesterday he said three. I don't know which
16 one and in the suit, it says, 2.3. In which
17 one I'm supposed to believe, I don't know.

18 Q. Do you know what disgorgement is?
19 Are you familiar with the term disgorgement?

20 INTERPRETER: I'm not familiar
21 with the word disgorgement.

22 MR. NAIDICH: I'm asking him
23 whether he's familiar with the word --

24 A. Not really. Not a hundred
25 percent, no (in English).

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1 A. YEHUDA

2 Q. If a portion of the monies that
3 the Court awarded to the SEC was profits
4 that had been made by T&J that had to be
5 returned to the SEC, that is what
6 disgorgement is. Are you aware of any
7 monies that the Court determined were
8 profits to be returned to the SEC?

9 A. Now, I know (in English). Now I
10 know from the counterclaim.

11 Q. Those profits, were the monies in
12 part that you received by wire on these
13 various account statements that have been
14 produced?

15 MR. HAFFNER: Objection.

16 Objection. Is that a statement or a
17 question?

18 MR. NAIDICH: Question.

19 MR. HAFFNER: Go ahead.

20 A. I don't know (in English).

21 Q. Well, you know --

22 MR. NAIDICH: Withdrawn.

23 Q. The monies that were wired to your
24 account, were they from the purchase and
25 sale of stock?

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1 A. YEHUDA

2 A. Yes.

3 Q. When the SEC came after T.J.

4 Management and Mr. Kahlon, it was on the
5 basis that the SEC claimed that these
6 transactions were improper; is that right?

7 INTERPRETER: The basis that these
8 profits were improper?

9 MR. HAFFNER: Objection. Are you
10 referring to all stock transactions of
11 T.J. Management or just the trades that
12 were subject to the SEC investigation
13 and the ultimate lawsuit?

14 MR. NAIDICH: The latter.

15 MR. HAFFNER: Go ahead, Avi.

16 INTERPRETER: Can you reread the
17 question, because I don't remember --

18 MR. NAIDICH: No, withdraw it.

19 Q. If the monies that you received by
20 wire were profits from transactions that the
21 SEC sought to attack in their lawsuit --

22 MR. NAIDICH: I'm going to
23 withdraw it again.

24 Q. If the SEC obtained a judgment
25 against T.J. Management and Kahlon, amongst

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1 A. YEHUDA
2 other things seeking and obtaining
3 disgorgement of profits from certain
4 transactions and if you got a share of those
5 profits, would you not agree it would only
6 be fair to you to suffer equally with
7 Mr. Kahlon the obligation to return those
8 profits to the SEC?

9 MR. HAFFNER: Objection. You can
10 answer.

11 A. I don't know (in English). I
12 don't know what they're accusing him for, so
13 I didn't see anything that (in English)-- I
14 don't know what they're accusing him or what
15 he has done.

16 Q. Would it, in your view, be fair
17 that Mr. Kahlon return profits earned on
18 stock transactions to the SEC where you
19 received half of those profits?

20 INTERPRETER: Can you please. I'm
21 sorry.

22 MR. HAFFNER: Objection. You can
23 answer.

24 INTERPRETER: I haven't translated
25 it, but okay.

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1 A. YEHUDA

2 A. I think that he didn't pay back a
3 profit. He paid ownership. Inaccurate
4 ownership. It was not about profit, but
5 inaccurate handling management.

6 INTERPRETER: I don't know how to
7 translate.

8 Q. Earlier, you testified that your
9 50 percent ownership or Sigalit's 50 percent
10 ownership of T.J. Management entitled her or
11 you to 50 percent of all profits of the
12 company; is that right?

13 A. Yes.

14 Q. You also testified that the 50
15 percent ownership also required that you pay
16 50 percent of the obligations of T.J.
17 Management.

18 A. Correct, but not fines.

19 Q. Other than fines, if T.J.
20 Management has an obligation to pay money,
21 then as a 50 percent owner, you would share
22 in that obligation, would you not?

23 A. Expenses, yes.

24 Q. Expenses other than fines?

25 A. Working expenses, salary, losses,

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1 A. YEHUDA

2 if there are losses that some transactions.

3 Q. Other than fines, you would be
4 responsible, as a 50 percent owner, for
5 liabilities of the company?

6 A. I didn't understand the question.

7 Q. If there was an obligation by T.J.
8 Management to refund monies to the SEC for
9 profits and not as a fine, would your 50
10 percent interest in the company require that
11 you repay your share of the profits that you
12 received?

13 A. I don't know.

14 Q. Did Mr. Kahlon ever request of you
15 that you return any of the monies that had
16 been wired from the company to you, as part
17 of, any payment that was due from T.J.
18 Management to the SEC?

19 INTERPRETER: As part of the
20 payment that was sent by T.J.
21 Management?

22 COURT REPORTER: That was due by
23 T.J. Management to the SEC.

24 INTERPRETER: That was due by
25 whom?

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1 A. YEHUDA

2 COURT REPORTER: That was due by
3 T.J. Management to the SEC.

4 A. He sent me once an e-mail in 2017
5 and among other things, he mentioned that.

6 Q. What is your recollection of what
7 was in that e-mail?

8 A. It concerned other transactions
9 that were among us, not related to.

10 Q. I thought --

11 MR. HAFFNER: I'm sorry, Rick. At
12 this point, I want to say something.
13 Could the interpreter move just a
14 little closer to the camera or the
15 microphone and tilt her head towards
16 the camera when she speaks because I'm
17 having a hard time with her accent and
18 being that far and having her head
19 tilted down sometimes, I'm having
20 trouble hearing what my clients answer
21 is, okay. Thank you.

22 INTERPRETER: Where do you want me
23 to sit so you can hear me.

24 MR. NAIDICH: You can move that
25 chair and sit in that chair.

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1 A. YEHUDA

2 INTERPRETER: I'd have to sit in
3 this chair.

4 MR. HAFFNER: That's fine. Just
5 try to speak a little more slowly and
6 look at the camera. Rick, she knows
7 where the camera is right?

8 MR. NAIDICH: Yes.

9 INTERPRETER: Okay. Let's see if
10 this makes a difference. First time
11 someone complains about my accent in a
12 million and one years.

13 MR. HAFFNER: It's a combination
14 of things, ma'am. I'm not criticizing
15 your accent, it's just I need to
16 understand what my client is saying.
17 So, if I see your lips and I hear you
18 better and you're slower, the accent
19 won't be a problem.

20 INTERPRETER: Okay, sure. No
21 problem.

22 Q. I thought that you indicated in
23 your testimony that a portion of that e-mail
24 that you referred to, related to
25 Mr. Kahlon's request that you participate in

1 A. YEHUDA

2 the monies due to the SEC, was that wrong?

3 A. He told me that he is going to
4 have to deal with the SEC. He didn't tell
5 me what the deal is about, what are the
6 conditions and I don't remember.

7 Q. Did he ask you to repay any of the
8 money you had received from T&J to assist in
9 making any payment to the SEC?

10 A. It was part of a general
11 accounting among us for many things. When I
12 told him please bring an agreement that I
13 can look at it and then, we'll sit down and
14 we'll do the calculation. He got nervous
15 and started cursing.

16 Q. About what?

17 INTERPRETER: He got nervous and
18 started cursing.

19 Q. What was he nervous about?

20 A. Because I didn't agree with him
21 about several things in the e-mail.

22 Q. Was this a conversation that the
23 two of you had regarding the contents of
24 that e-mail?

25 A. Yes.

1 A. YEHUDA

2 Q. Was it clear to you in that
3 conversation, that Mr. Kahlon wanted you to
4 pay some money towards the obligation to the
5 SEC?

6 INTERPRETER: What was the
7 beginning?

8 (Whereupon, the referred-to
9 question was read back by the
10 reporter.)

11 MR. HAFFNER: Objection. Are you
12 referring by obligation to the
13 judgment, at that point or to the
14 outcome of the settlement?

15 MR. NAIDICH: To the obligation or
16 whatever it might be to the SEC, either
17 outcome of the litigation or any
18 subsequent settlement, was it clear to
19 your client, Mr. Yehuda, that
20 Mr. Kahlon was requesting that he
21 return any or all of the money that he
22 had received from T&J related to those
23 transactions.

24 Q. Was Kahlon seeking money back from
25 you?

1 A. YEHUDA

2 A. It was part of a settling or
3 calculating that was supposed to take place
4 and I told him that the moment there would
5 be an agreement, we can sit down together to
6 do the accounting to see what is due him and
7 what is due me.

8 Q. Well, I understand that from your
9 answer he made it clear that he had a claim
10 against you for monies that had been paid to
11 the SEC; is that right? That was at least
12 part of the calculation to come?

13 MR. HAFFNER: Objection. By
14 answer, are you intending reply to the
15 counterclaims, Rick?

16 MR. NAIDICH: No, I'm trying to
17 understand from your client's
18 testimony, the full nature of what was
19 discussed and what accounting that they
20 were discussing, at that time. What
21 were the components. What was it that
22 Mr. Kahlon claimed to be owing back
23 from the Yehuda's and what the Yehuda's
24 think was due to them, at that time.
25 What were claims of each side that

1 A. YEHUDA

2 required an accounting?

3 MR. HAFFNER: Fine Rick, you've
4 explained what you meant and now the
5 the witness understands in your
6 question what you meant by answer. You
7 intended Kahlon's reply during this
8 telephone conversation, right. His
9 answer to what Mr. Yehuda's, right.
10 You're not referring to any pleading,
11 right?

12 MR. NAIDICH: No, I'm not.

13 MR. HAFFNER: Okay, that's all I
14 wanted to know.

15 MR. NAIDICH: Let me ask the
16 question in a different way.

17 MR. HAFFNER: Okay.

18 Q. Mr. Yehuda, you indicate that
19 there was, during the discussion with
20 Mr. Kahlon, some contemplation of some
21 accounting between the two of you; is that
22 correct?

23 A. Yes.

24 Q. Part of that accounting, as I
25 understand it, was Mr. Kahlon claiming that

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1 A. YEHUDA

2 some money was due from you and/or your wife
3 in connection with the judgment or
4 settlement with the SEC; is that right?

5 A. Yes, but he didn't come up with an
6 agreement. He didn't show me any agreement.

7 Q. I understand that. But it was
8 clear to you that he was seeking money back
9 from you and/or your wife to assist in the
10 payment that was going to be made or had
11 been made to the SEC?

12 A. Yes, but I didn't agree without
13 seeing the agreement and without doing an
14 accounting settlement of all the other
15 bills, the other transactions.

16 Q. What other transactions were you
17 seeking an accounting for?

18 A. There were accounts that were not
19 connected to the -- not all of them were
20 connected to T.J. Management.

21 Q. Other than the claim in your
22 Complaint regarding some ten million dollars
23 transaction between Project Verte and
24 Mr. Kahlon or T&J, I believe it is, is there
25 some other transaction for which you're

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1 A. YEHUDA

2 sought an accounting?

3 A. Yes.

4 Q. Are you aware of any activities by
5 T.J. Management in buying or selling stock
6 or any other investment subsequent to the
7 action brought against it by the SEC?

8 A. After?

9 Q. After.

10 A. Besides the selling of a parcel?

11 Q. Yes.

12 A. I was asking for an accounting for
13 the period before it. Preceding it.

14 MR. HAFFNER: I'm sorry. Can you
15 repeat that, Ms. Interpreter. I was
16 asking for an accounting of what?

17 INTERPRETER: The period preceding
18 it. Before.

19 Q. Before the SEC brought it's
20 action; is that correct?

21 A. What is the question. I didn't
22 understand the question.

23 Q. Mr. Kahlon has testified that once
24 the SEC started it's investigation against
25 T.J. Management, that T.J. Management ceased

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1 A. YEHUDA
2 all business operations and, specifically,
3 stopped buying or selling stock. Do you
4 have any reason to believe that that
5 statement by Mr. Kahlon was not true?

6 A. I don't know.

7 Q. Are you aware of any transactions
8 done by T.J. Management after the SEC
9 commenced its investigations?

10 MR. HAFFNER: Objection. Do we
11 know, did Mr. Kahlon -- .

12 MR. NAIDICH: Does he know of any
13 transactions?

14 MR. HAFFNER: Did Mr. Kahlon
15 testify or do we know when the
16 investigations began?

17 MR. NAIDICH: I believe he did,
18 but I don't have the transcript in
19 front of me.

20 MR. HAFFNER: Well, if Avi knows.
21 But you can ask Avi.

22 A. I don't know (in English).

23 Q. When's the last transaction that
24 you're aware of, that T.J. Management was
25 involved in?

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1 A. YEHUDA

2 MR. HAFFNER: Objection.

3 Objection. He's testified he was not
4 aware of any specific transactions.

5 But you know --

6 Q. He got statements, he indicated.
7 When was the last time you got a statement
8 from T.J. Management?

9 MR. HAFFNER: That's fine.

10 A. What does it mean, a yearly
11 statement.

12 Q. Any statements from T.J.
13 Management?

14 A. I think it was the end of 2010 or
15 the beginning of 2011.

16 Q. Did you make an inquiry of
17 Mr. Kahlon whether there was any continued
18 activity by T.J. Management after that date?

19 A. If I asked?

20 Q. Yes.

21 A. I asked and he said no.

22 Q. Did you accept that answer?

23 A. I don't have a choice. He runs a
24 business (in English). I didn't have any
25 say. I thought he should continue, but he

1 A. YEHUDA

2 stopped. I couldn't force him.

3 Q. Well, you brought a lawsuit now,
4 didn't you?

5 A. I don't understand.

6 Q. Are you familiar with Irving
7 Strauss?

8 A. Yes.

9 Q. How do you know Mr. Strauss?

10 A. Mr. Kahlon brought me to him (in
11 English).

12 Q. Mr. Strauss was the accountant for
13 T.J. Management, was he not?

14 A. Yes.

15 Q. He was also your accountant?

16 MR. HAFFNER: Objection. For what
17 period of time?

18 Q. As of November 2, 2018, was he
19 your accountant?

20 A. No.

21 Q. No, I looked into a letter dated
22 November 2, 2018, to you and T.J.
23 Management -- actually, I want to amend
24 that. It's to, whom it may concern
25 regarding you and T.J. Management. In that

1 A. YEHUDA

2 letter, Mr. Strauss indicates that he has
3 been the accountant for T.J. Management from
4 the time that company was founded until
5 present, which in this case was November 2,
6 2018. He indicates in the letter that he's
7 the personal accountant for Mr. Kahlon and
8 was the accountant for you, Mr. Yehuda, in
9 the U.S. in the years 2008, 2009 and 2010.
10 Is that, what I have read to you from his
11 letter, an accurate statement as to his
12 being your accountant for the years 2008,
13 2009, 2010?

14 A. To about 2008, 2009, 2010 and it's
15 correct. Also, for 2007 and 2006.

16 Q. Did I understand you say, that it
17 is correct for 2008, 2009, 2010 but also for
18 2006 and 2007, as well; is that correct?

19 A. Yes.

20 Q. Mr. Strauss indicates in his
21 letter and I quote, "Avraham Yehuda has been
22 a partner in T.J. Management from 2008. Do
23 you know where he would have gotten that
24 information other than you?

25 A. No (in English).

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1 A. YEHUDA

2 Q. It further indicates in the letter
3 and I quote, "per his request," referring to
4 yourself, "T.J. Management dealt with him on
5 a 1099 basis for reasons being his lack of
6 residency, dealt with him on a 1099 basis"

7 --

8 INTERPRETER: Who?

9 MR. NAIDICH: Him, being
10 Mr. Yehuda.

11 Q. The reasons being his lack of
12 residency or working permit in this state
13 and to benefit from the treaty agreement?

14 INTERPRETER: The what?

15 MR. NAIDICH: The treaty
16 agreement, T-R-E-A-T-Y.

17 Q. Between the U.S. and Israel?

18 A. What's the question.

19 Q. The question is, is that an
20 accurate statement by Mr. Strauss?

21 A. No.

22 Q. Can you tell me, whether or not,
23 you received as prepared by Mr. Strauss 1099
24 statements for 2008 and 2009 and 2010 from
25 T.J. Management?

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1 A. YEHUDA

2 A. I got it from T.J. Management.

3 Not from Mr. Strauss.

4 Q. I understand. When you received
5 these 1099's which indicate that they are
6 addressed by T.J. Management to yourself and
7 not to Sigalit, how did you understand that
8 you were involved and the recipient of the
9 nonemployee compensation?

10 INTERPRETER: I'm sorry. I'm not
11 sure of the end of the question.

12 MR. HAFFNER: Objection. Only to
13 the term --

14 INTERPRETER: I didn't finish the
15 question.

16 MR. HAFFNER: Oh, I'm sorry.

17 MR. NAIDICH: Let me withdraw the
18 question and go back. Let me withdraw
19 the question.

20 Q. If you were not an owner of T.J.
21 Management, not a member of T.J. Managing
22 Group, LLC, on what basis did these 1099's
23 go to you?

24 MR. HAFFNER: Objection. You can
25 answer, Avi.

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1 A. YEHUDA

2 A. Because my wife could not get a
3 Tax ID, the solution was that this form
4 would be sent to me.

5 Q. Isn't the real reason you got
6 these is what's clear in Mr. Strauss'
7 letter. That you had advised Mr. Strauss
8 that you were a partner in T.J. Management?

9 A. No.

10 MR. HAFFNER: Avi, you have to
11 wait. Objection. Argumentative. You
12 can answer.

13 A. No (in English).

14 Q. Did you or did you not advise Mr.
15 Strauss that you were the owner, an owner,
16 of T.J. Management?

17 A. No (in English).

18 Q. Have you represented yourself to
19 be a 50 percent owner of T.J. Management to
20 any third party at any time?

21 INTERPRETER: Can you read it
22 back? I'm sorry.

23 (Whereupon, the referred-to
24 question was read back by the
25 reporter.)

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1 A. YEHUDA

2 A. What does it mean, third-party?

3 Q. Have you ever made a
4 representation to anyone that you are an
5 owner of T.J. Management?

6 A. No.

7 Q. Not to Mr. Strauss, not in any
8 Court proceeding, not to any attorney or
9 anyone else?

10 A. I don't understand the question.

11 Q. Have you ever claimed to anyone
12 verbally or in writing that you are an owner
13 of T.J. Management?

14 A. I don't remember.

15 Q. Does that mean you could have made
16 such a claim to anyone?

17 A. I don't know. I don't remember
18 such a thing.

19 MR. NAIDICH: I'm going to take a
20 break for ten minutes. I'm almost
21 done.

22 (Whereupon, a short recess was
23 taken.)

24 Q. You understand, do you not, that
25 the case brought by the SEC was a civil and

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1 A. YEHUDA

2 not a criminal case?

3 A. I don't know.

4 Q. You don't know whether the
5 proceeding brought by the SEC was criminal
6 or civil?

7 MR. KAYLAN: He doesn't know the
8 difference. He doesn't know the
9 difference, he said.

10 A. I don't know the difference.

11 Q. Is there some reason why you
12 believe that if the SEC was seeking a return
13 of profits made from certain transactions
14 that you would be responsible for a portion
15 of those monies but not for civil penalties,
16 which you I think, referred to earlier as
17 fines?

18 MR. HAFFNER: Objection.

19 INTERPRETER: Can you read it
20 back? I'm sorry.

21 (Whereupon, the referred-to
22 question was read back by the
23 reporter.)

24 MR. HAFFNER: Objection.

25 MR. NAIDICH: She hasn't finished

1 A. YEHUDA

2 the question. She hasn't finished the
3 translation.

4 MR. HAFFNER: Oh, I'm sorry.

5 MR. KAYLAN: No, she didn't
6 finish.

7 MR. HAFFNER: I'll object. Go
8 ahead, Avi.

9 A. I don't understand the question.

10 Q. Is there some reason why you
11 believe that the obligation to the SEC for
12 what you call fines, but which the SEC calls
13 civil penalties, should not be shared
14 equally by yourself and Mr. Kahlon?

15 MR. HAFFNER: Objection. Asked
16 and answered. Go ahead. You can
17 answer Avi.

18 A. No -- no, I don't know in what he
19 was accused.

20 MR. KAYLAN: He's not familiar
21 with --

22 A. In what he received the fine.

23 Q. So you distinguish between a fine
24 and merely return of profits to the SEC?

25 MR. HAFFNER: Objection. Go

1 A. YEHUDA

2 ahead.

3 A. I don't know on which transactions
4 the SEC is referring to.

5 Q. Whatever transactions the SEC
6 brought a proceeding about, if you got
7 profits from those transactions, should you
8 not be equally responsible with Mr. Kahlon
9 for the those payments to the SEC?

10 MR. HAFFNER: Objection. Asked
11 and answered. Go ahead.

12 A. I don't know (in English). I
13 don't know. I have no idea (in English).

14 Q. You were 50 percent -- or your
15 wife was owner of T.J. Management. If T.J.
16 Management owed money, for whatever reason,
17 to the SEC while you were a 50 percent
18 owner, would you not be responsible to repay
19 the same amount as Mr. Kahlon, 50/50?

20 MR. HAFFNER: Objection. Asked
21 and answered and I repeat the basis for
22 my earlier objection to the same
23 question. It calls, to some extent,
24 for a legal opinions and conclusions --

25 MR. NAIDICH: I disagree. I don't

1 A. YEHUDA

2 think it has anything to with legal
3 opinions.

4 MR. HAFFNER: I'm not going to
5 litigate this with you. One more time,
6 Avi, you can answer the question. One
7 more time.

8 INTERPRETER: If I remember
9 correctly -- I'm not sure I'm
10 translating because I'm remembering it.
11 Do you want to read it.

12 MR. KAYLAN: It's fine.

13 MR. NAIDICH: What is the answer?

14 MR. KAYLAN: He refused to answer.

15 A. I didn't conduct any transaction.

16 I don't know what to answer.

17 Q. I'll move on. You've indicated
18 that you got some statements from T.J.
19 Management, possibly as frequently as once a
20 month; is that correct?

21 A. I received a statement. I don't
22 remember if it was every month or three
23 weeks or five weeks, but I received a
24 statement.

25 Q. I have been advised by my client

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1 A. YEHUDA
2 that you received daily reports, at least
3 twice a day, from Anthony Reynaldi (sic),
4 the controller of T.J. Management and I
5 remind you, you're under oath. Did you
6 receive daily reports or did you not receive
7 daily reports?

8 INTERPRETER: Anthony what?

9 MR. NAIDICH: Anthony Reynaldi
10 (sic).

11 A. Every day, twice a day, no.

12 Q. Did you receive daily reports from
13 Mr. Reynaldi?

14 A. No.

15 Q. You received no daily reports?

16 A. No.

17 Q. Those reports, did they not state
18 the open positions, close positions and
19 profit and loss, in connection with, trades
20 that were made by T.J. Management?

21 A. All the reports showed profits and
22 loss.

23 Q. Only once a month or is that your
24 continued testimony, that you got daily
25 reports?

1 A. YEHUDA

2 MR. HAFFNER: Objection.

3 Objection. Asked and answered. Answer
4 one more time, Avi.

5 A. No, I haven't received a daily
6 report.

7 MR. NAIDICH: I would ask for,
8 again, the production and I'll do so
9 with a document request. But I ask for
10 production any and all e-mails that
11 Mr. Yehuda received from T.J.
12 Management including any and all
13 e-mails from Anthony Reynaldi (sic) as
14 the controller of the company.

15 MR. HAFFNER: I can think of no
16 objection to that request. What I'm
17 about to say relates to the procedure.
18 We have a mediation. Maybe rather than
19 doing the supplemental document request
20 or post mediation document request
21 about via deposition, you know, how the
22 court reporter at the end requests it
23 at the end. Rather than do it that
24 way, why don't we just agree to submit
25 a second notice to produce and whatever

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1 A. YEHUDA

2 other discovery we need post mediation
3 so we have don't have to look at the
4 transcript and say, I owe this document
5 and that document. If you have any
6 objection --

7 MR. NAIDICH: I absolutely agree
8 with that suggestion.

9 Q. One last item. We were speaking
10 some time ago about whether you had or had
11 not ever represented that you were an owner
12 of T.J. Management. Have you ever testified
13 in any proceeding in Israel that you are an
14 owner of T.J. Management?

15 A. In Israel?

16 MR. NAIDICH: What was the answer?

17 MR. KAYLAN: He said in Israel.

18 INTERPRETER: In Israel.

19 Q. In Israel.

20 INTERPRETER: That's his answer.

21 In Israel.

22 Q. In Israel, you have --

23 INTERPRETER: He said in Israel.

24 He said one word and every time and the
25 next, I have a problem.

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1 A. YEHUDA

2 MR. KAYLAN: So, let's concentrate
3 so you can concentrate. Try to speak a
4 little slower.

5 INTERPRETER: It's not because he
6 talks so fast. It's a mumble.

7 A. In Israel, it's possible that I
8 have noted that I hold together with my wife
9 in T.J. Management.

10 Q. If you so testified in Israel,
11 would that testimony have been true and
12 accurate?

13 A. Me and my wife and the same
14 entity, it's one account we report and do
15 everything together.

16 Q. I don't know what that means, sir.
17 Did you or did you not testify in Israel
18 that you are an owner of an interest in T.J.
19 Management? Yes or no?

20 MR. HAFFNER: Objection.

21 Objection. It was asked and answered.

22 The witness responded possibly. If you
23 want to change that answer, Avi, I'll
24 let you answer it one more time.

25 MR. NAIDICH: He certainly knows

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1 A. YEHUDA

2 whether so he testified or not and my
3 question is very simple. Did he
4 testify in Israel that he is the owner,
5 an interest, in T.J. Management. It
6 only requires a yes or no.

7 MR. HAFFNER: But it's redundant.

8 MR. NAIDICH: It's not redundant.
9 I haven't gotten an answer.

10 MR. HAFFNER: Go ahead, Avi.

11 A. I didn't have any reason in a
12 Court to testify that --

13 MR. NAIDICH: He's not answering
14 the question, Mr. Haffner. Either he
15 did or didn't testify. With all due
16 respect to you saying it's been asked
17 and answered, it's been asked three
18 times and it hasn't been answered once.
19 Either he did or did not testify in
20 Israel that he is the owner of an
21 interest in T.J. Management. That only
22 calls for --

23 MR. HAFFNER: Why is the answer
24 possibly not answer to your question.

25 MR. NAIDICH: It's because he's

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1 A. YEHUDA

2 obfuscating and I'm going to continue
3 to ask it until I get an answer.

4 MR. HAFFNER: This is not an
5 interrogation. You asked the question
6 and you got possibly. Avi, answer it
7 again and let's move on. We're not
8 going to ask the court reporter to
9 repeat -- to state for the record your
10 prior question. I think it was
11 identical, but that's okay. Answer it
12 again, Avi, or answer it for the first
13 time, Avi. I don't care.

14 A. I said -- I'm saying that I had no
15 disagreement with him in Israel about the
16 ownership of T.J. Management.

17 MR. NAIDICH: Again, that's not an
18 answer to the question, Mr. Haffner.
19 The fact that he did or didn't have a
20 reason to do so is not the question.
21 The question is, did he make that
22 statement under oath in a proceeding in
23 Israel.

24 MR. HAFFNER: Why are we wasting
25 your transcript pages arguing over

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1 A. YEHUDA

2 this. Frankly, there are no prior
3 question -- listen to me. He said
4 possibly. It's the question where he
5 answered, possibly. But it's
6 irrelevant, because he's going to
7 answer whether it's again or the first
8 time because he's going to answer right
9 now. Mr. Kahlon, my apologies and to
10 you, as well, Avi as to why the
11 litigation is so expensive. This is
12 not material. Let him just answer the
13 question. Save the transcript pages
14 which I'm not paying for. Go ahead,
15 answer the question. Who cares if it
16 was asked before. That was my opinion.
17 Go ahead.

18 THE WITNESS: Possibly, I said me
19 and my wife have interest in T.J.
20 Management (in English).

21 Q. If you had said that under oath in
22 Israel, would it have been an accurate
23 statement?

24 A. For me and my wife are the same
25 thing. We are one entity.

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1 A. YEHUDA

2 MR. NAIDICH: Okay. I have no
3 further questions.

4 (Whereupon, at 1:49 P.M., the
5 Examination of this witness was
6 concluded.)

7

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1 A. YEHUDA

2 D E C L A R A T I O N

3
4 I hereby certify that having been first
5 duly sworn to testify to the truth, I gave
6 the above testimony.

7
8 I FURTHER CERTIFY that the foregoing
9 transcript is a true and correct transcript
10 of the testimony given by me at the time and
11 place specified hereinbefore.

12
13
14
15 AVRAHAM YEHUDA

16
17
18 Subscribed and sworn to before me
19 this _____ day of _____ 20_____.
20
21

22 NOTARY PUBLIC

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1 A. YEHUDA

2 E X H I B I T S

3

4 DEFENDANT'S EXHIBITS:

5

6 EXHIBIT EXHIBIT

7 LETTER DESCRIPTION PAGE

8 (None)

9

10 I N D E X

11

12 EXAMINATION BY PAGE

13 MR. NAIDICH 5

14

15

16 INFORMATION AND/OR DOCUMENTS REQUESTED

17 INFORMATION AND/OR DOCUMENTS PAGE

18 Production of e-mails 46

19 All e-mails to Mr. Yehuda from 78

20 T.J. Management

21

22 QUESTIONS MARKED FOR RULINGS

23 PAGE LINE QUESTION

24 (None)

25

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1 A. YEHUDA
2 C E R T I F I C A T E
3
4 STATE OF NEW YORK)
5 COUNTY OF SUFFOLK)
6
7 I, KARYNE FEDERBUSH, a Notary Public
8 for and within the State of New York, do
9 hereby certify:
10 That the witness whose examination is
11 hereinbefore set forth was duly sworn and
12 that such examination is a true record of
13 the testimony given by that witness.
14 I further certify that I am not related
15 to any of the parties to this action by
16 blood or by marriage and that I am in no way
17 interested in the outcome of this matter.
18 IN WITNESS WHEREOF, I have hereunto set
19 my hand this 21st day of November, 2022.
20
21 
22
23 KARYNE FEDERBUSH
24
25

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ERRATA SHEET

CASE NAME : Sigalit, Yehuda, Et Al. v. Kahlon, Jossef, Et Al.

DATE OF DEPOSITION: 11/2/2022

WITNESSES' NAME: Avraham Yehuda

PAGE LINE (S) CHANGE REASON

Avraham Yehuda

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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

- (A) to review the transcript or recording; and
- (B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate.

The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

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VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

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